

ORDINANCE NO. 17316

**AN ORDINANCE APPORVING AND AUTHORIZING THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS (LOCAL 399, AFL-CIO) FOR 2013- 2015**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS
FOLLOWS:**

SECTION 1: The Collective Bargaining Agreement between the City of Joliet and The International Union of Operating Engineers (Local 399, AFL-CIO) for 2013-2015 is hereby approved. A copy of the Agreement is attached hereto and hereby incorporated herein. The City Manager is hereby authorized and directed to execute the agreement on behalf of the City of Joliet upon execution of the Agreement by the duly authorized representatives of Local 399. The City Clerk is directed to file a certified copy of the fully executed Agreement with The Illinois State Labor Relations Board if required by law.

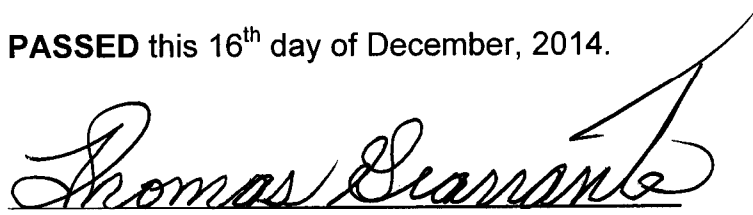
SECTION 2: The term of the Agreement shall be calendar years 2013, 2014, and 2015 and may remain in effect thereafter in the manner provide by the terms of the Agreement.

SECTION 3: This Ordinance shall take effect upon the complete and proper execution of the Agreement by the duly authorized representatives of Local 399.

SECTION 4: This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not be deemed so as to invalidate the remainder.

SECTION 5: All Ordinance or parts of Ordinances conflicting with any of the provisions of this Ordinance are hereby repealed.

PASSED this 16th day of December, 2014.


MAYOR


CITY CLERK

VOTING YES: Mayor Giarrante and Councilwoman Gavin, Councilmen Gerl, Hug, McFarland, Morris, O'Dekirk, Councilwoman Quillman and Councilman Turk.

VOTING NO: None.

NOT VOTING: None.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF JOLIET

AND

IOUE, LOCAL 399

JANUARY 1, 2013 TO DECEMBER 31, 2015

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PREAMBLE

This Agreement made and entered into as of the 1st day of January 1, 2013 by and between the **CITY OF JOLIET**, hereinafter referred to as the Employer, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399, AFL-CIO**, who represent employees hired by the CITY OF JOLIET covered by this Agreement, hereinafter referred to as the Union, agree as follows.


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ARTICLE I
EMPLOYER/UNION AGREEMENT

The Employer and the Union agree to the following terms of this Agreement.


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ARTICLE II
RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time, non-seasonal, permanent employees engaged in the "Stationary Engineers Craft Jurisdiction" listed on Schedule "A".


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ARTICLE III

LABOR MANAGEMENT MEETINGS

- A. The employees shall operate, maintain, and keep in good operating order, all machinery and equipment for which they are responsible. They shall perform all work of the Employer in each building that has traditionally and historically been the work of the engineer, except that they shall not be required to perform major repairs not reasonably expected of an engineer.
- B. All work of the bargaining unit shall be performed by employees in the unit and no such work shall be performed by any other person or be sublet or contracted out, except the major repair work referred to in paragraph A above, and except in a case of an emergency declared by the City Manager.
- C. Employees shall obey all orders of those in authority and conduct themselves in a respectful and gentlemanly manner and they will work in every way to the best interests of their Employer.

D. **LABOR MANAGEMENT MEETINGS**

- 1. Optional Quarterly Meetings: At the request of either the City or the Union, quarterly management-labor relations meetings shall be scheduled during the term of this Agreement.
- 2. Purpose: The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the city and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.
- 3. Representatives: The City shall be represented by the City Manager and/or the appropriate Department Head(s). The Union shall be represented by not more than a total of three (3) representatives.
- 4. Agenda: The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with subsection 2 of this Agreement. Such agenda shall be submitted at least five (5) working days prior to the requested meeting date. Supplemental but related issues to the agenda may be raised by either party.
- 5. Other Meetings: Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between the City and Union representatives, as the parties deem such other meetings to be necessary or desirable.

R.F.G.
UNION

K.P.
CITY

6. Time and Location: These meetings shall be held during normal working hours on City premises. If an employee is held over his regular shift due to attending a labor management meeting, or is called in on his day off, the employee shall receive compensatory time computed at straight time rate for the additional time. The compensatory time shall be used within the calendar year.

ARTICLE IV
EMPLOYMENT ASSISTANCE

The Union, when requested to do so, undertakes to stand ready to furnish the Employer reliable and competent engineers, if available.


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ARTICLE V
MANAGEMENT RIGHTS
CHECK OFF OF UNION DUES

- A. The right to employ, discharge, layoff for lack of work, shall be vested solely in the Employer, but the Union shall have the right, in case of discharge or layoff, to investigate the reasons therefore. Pending the investigation, the employee may, at the discretion of the Employer, continue to work until completion of the investigation. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

The City, as Employer, shall continue to retain and exercise management rights and privileges established and defined by law, except as otherwise provided for in this Agreement.

- B. Except in cases of discharge for intoxication, insubordination, habitual absence or gross negligence, the Employer shall give to the employee ten (10) working days prior written notice for the effective date of discharge, or ten (10) working days prior pay. The day on which notice is given shall be excluded from the ten (10) working days. The employee may resign by giving to the Employer the same notice.
- C. A newly hired employee who has not previously been in the service of the Employer as an Operating Engineer covered by this agreement, shall be considered to be a probationary employee for the first year of his employment, and he shall not have recourse to paragraph B above, or the grievance procedure.
- D. The Union shall indemnify, defend and hold the employer harmless against any claim, demand, suit or any form of liability arising out of or by reason of any actions taken in seeking to comply with this Section.

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members.


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Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union.

If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations agreed to by the parties. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

- E. Check Off of Union Dues: The parties agree that the Municipality will check off and withhold the Union dues or employees covered by the Agreement pursuant to Chapter 85, Section 472, Illinois Revised Statutes, where the employee requests such check off in writing. All requests for check off shall be in writing and processed through the President of the Union. Employee requests for cancellation of check off shall also be in writing and also processed through the President of the Union. In the event of the death of an employee, no check off of union dues shall be made from the compensation due the survivors.

Deductions shall not be made by the Municipality for initiation fees, assessments, fines or other obligations between the employee and the Union. Stewards of the Union shall assume the obligations in the subsection.


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ARTICLE VI
COMPENSATION SCHEDULE

A. Annual Base Salary Schedule:

Beginning January 1, 2013 and ending December 31, 2014, each employee covered by this Agreement shall be compensated on an annual basis as follows:

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$81,152	\$85,094	
Assistant Operating Engineer	\$61,649	\$63,034	\$67,783

Beginning January 1, 2015 and ending December 31, 2015, each employee covered by this Agreement shall be compensated on an annual basis as follows:

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Operating Engineer	\$82,775	\$86,796	
Assistant Operating Engineer	\$62,882	\$64,295	\$69,139

B. Step Increase: Progression through the pay plan steps for the position of Assistant Operating Engineer shall be as follows:

<u>From</u>	<u>To</u>	<u>Months</u>	<u>Action</u>
A	B	12	Merit
B	C	12	Merit

- C. From the date of hire for a period of at least one (1) year, the employee shall be compensated at Step A.
- D. One (1) year after the date of hire, the employee shall be advanced to Step B pending receipt of a satisfactory performance evaluation by the Chief Operating Engineer.
- E. One (1) year after advancing to Step B, the employee shall be advanced to Step C pending receipt of a satisfactory performance evaluation by the Chief Operating Engineer.
- F. Twenty-four (24) months after advancing to Step C, the employee shall be automatically advanced to the Operating Engineer's annual base salary rates.


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G. Ninety-Six months (96 months or 8 years) after advancing to the Operating Engineer position Step A, the employee will move to Step B for Operating Engineer.

ARTICLE VII
RELIEF ENGINEERS

Relief and extra engineers shall be paid the foregoing annual wages, or appropriate prorated hourly wage at the same rate as engineers who are full-time employees.


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ARTICLE VIII

SENIORITY

1. No Employer who adopts this Agreement shall, during the life of this Agreement, be permitted to reduce the annual wage of any engineer who, on the date of the execution of this Agreement, was receiving the annual wage in excess of those provided in Article VI. Such engineer or engineers shall receive all wage increases provided for in Article VI hereof.
2. In the event an Operating Engineer who stands at watch is called in to work during a shift, other than his own shift, he shall receive a minimum of four (4) hours pay at the applicable rate.
3. Seniority within the classification shall be recognized and applied in cases of choice of vacations, transfers and promotions within the bargaining unit, layoff, call back and the election of jobs and shifts; provided further, that the senior engineer has the ability to perform the job. Where qualifications of two (2) or more engineers are substantially the same, seniority shall be recognized and applied. Seniority cannot be exercised until a vacancy occurs.
4. Chief Operating Engineer Position. The City shall fill this opening by promoting from among the applicants the employee with the longest seniority who is best able to perform the job duties. The City shall consider seniority as a major criterion, but must always consider other factors and promote the applicant whose overall ability is best for providing service to the City.
5. The most senior Operating Engineer shall be compensated an additional 5% above their normal base salary rate when performing the duties of Chief Operating Engineer during his/her absence, including supervision of the janitorial staff.

ARTICLE IX

WORK DAY

A work day shall be eight (8) hours. A work week shall be forty (40) hours of not more than five (5), eight-hour work days.

If any engineer is required to work beyond his regularly scheduled hours in any day, he shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in any one work week shall be paid for at one and one-half times the regular hourly rate. The sixth day of work in any work week will be paid for at time and one-half (1.5) and the seventh consecutive day in any work week shall be paid for at double time. Engineers who work less than forty (40) hours in any work week shall be paid at the rate of time and one-half (1.5) for all work performed in excess of eight (8) hours in any one day.

The work week shall begin at 12:01 a.m. on Monday, and end at 12:00 midnight the following Sunday.


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ARTICLE X
SHIFT HOURS

All watches shall begin between the hours of 6:00 A.M. – 8:00 A.M., 2:00 P.M. – 4:00 P.M., or 10:00 P.M. – 12:00 P.M.


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ARTICLE XI

JURY DUTY

The Employer shall compensate the employee for the difference between his contract pay and the amount received for Jury Duty. This paragraph shall be applicable to Grand Jury service.


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ARTICLE XII
VACATION/COMPENSATORY TIME

Any employee who has been in the service of an Employer for one (1) year shall be given an annual vacation of one (1) week with pay; any employee who has been in the service of an Employer continuously for two (2) years shall be entitled to an annual vacation of two (2) weeks with pay; any employee who has been in the service of an Employer continuously for five (5) years shall be entitled to an annual vacation of three (3) weeks with pay; any employee who has been in the service of an Employer continuously for twelve (12) years shall be entitled to an annual vacation of four (4) weeks with pay; any employee who has been in the service of an Employer continuously for twenty (20) years shall be entitled to an annual vacation of five (5) weeks with pay.

Any employee who has been in the service of an Employer continuously for one (1) year or more, whose employment is terminated for any reason, shall be paid his accrued vacation (unless he has already taken his vacation) and the portion of his next year's vacation which he has earned to date, until his employment terminates. This compensation shall be paid to him at the time he receives his final pay from his Employer.

An additional day's vacation shall be allowed to an employee if his vacation period includes one of the holidays mentioned in Article XIV hereof.

Vacation accruals shall not be affected by a change of ownership of a building so long as the employee continues to be employed in the building.

A week's vacation pay shall be forty (40) hours pay at the employee's regular hourly rate of pay at the time of the employee's vacation. Regularly employed relief engineers shall receive a prorated vacation based upon their respective terms of employment in the building.

Employees may accrue vacation leave up to a maximum of one and one-half (1.5) times the employee's annualized accrual rate; any vacation leave accrued in excess of one and one-half times (1.5) the employee's annualized accrual rate shall be forfeited.

Employees may be allowed to accrue up to Seventy-Two (72) hours of compensatory time. Accrual of compensatory time is at the City's sole discretion. Compensatory time may be taken (used) with approval of the Department Director or his/her designee.

ARTICLE XIII
BEREAVEMENT LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of four (4) scheduled work days at straight time, provided the employee attends the funeral, or memorial service in lieu of funeral.

The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandchild, brothers and sisters of the employee and spouse, or any relative residing with the employee, or with whom the employee is residing. Up to four (4) hours will be allowed for Aunts and Uncles if it is operationally feasible and does not create overtime.


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ARTICLE XIV

JOB DUTIES

- A. The Operating Engineer shall be responsible to the Employer for the safe, economical operation of the plant and for all the men under him in the engineering department.
- B. The Chief Operating Engineer position will not be a position covered under this Agreement, nor will he/she be entitled to any benefits of this Agreement. He/she may, at his/her discretion, maintain membership in the union. At any time the existing Chief Operating Engineer desires to go back to Operating Engineer position, he/she shall have the right to bump the least senior man and have all seniority time restored including time spent as Chief Operating Engineer.
- C. If in the opinion of the Union, an inequity in wages exists, the Union Representatives shall have the right to notify the Employer and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven (7) days after receipt of request. This clause shall not be subject to grievance or arbitration procedure.

ARTICLE XV

HOLIDAYS

The following days, or the days on which they are legally observed, shall be observed as holidays:

New Year's Day
President's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Election Day – Even Years
Employee's Birthday

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. If an employee is required to work on any of the above-mentioned holidays, he shall be paid three (3.0) times his rate of pay for all hours worked. If an employee is scheduled to work on a holiday and fails to report to work, he shall receive only eight (8) hours pay. If an employee is not scheduled to work and is called to work, the provisions of Article VIII, Section B, shall be applied as follows: four (4) hours of work or less, shall receive his holiday credit of eight hours, plus two and one-half (2.5) times for all hours worked with a guarantee of eight hours holiday credit. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over 40 hours) with the exception of the engineer who receives eight (8) hours of pay for a holiday which occurs on one of his regular days off. Regularly employed relief engineers shall receive the holidays which fall within their respective terms of employment in the building.

The employees whose shift falls partly within and partly without the holiday (12:01 A.M. – 12:00 P.M.) shall receive holiday pay if a majority of the hours of his shift falls within the holiday.


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ARTICLE XVI
VOLUNTARY IMRF AND PENSION FUND

VOLUNTARY IMFR REIMBURSEMENT & PENSION FUND:

- A. Employees who have been employed by the City for six (6) months or more may voluntarily participate in this voluntary reimbursement program by notifying the Personnel Department, via a Personnel Action Form. The program currently entails withholding an additional \$6.59 per pay period (\$171.34 per year), which is placed in the employee's member retirement fund (Illinois Municipal Retirement Fund account), to increase Pension benefits. Each December, the City shall reimburse participating employees for the additional amount withheld from the employee for the preceding twelve (12) months.

Effective January 1, 2008 employees may choose to increase their IMRF withholding up to an additional amount of \$19.25 per pay period (\$500.50 per year) which is placed in the employee's Illinois Municipal Retirement Fund (IMRF) account, to increase pension benefits. Each December the City shall reimburse participating employees for the additional amount withheld from the employee for the preceding twelve (12) months. The amount shown in this paragraph will be increased by 4% annually through the year 2012.

- B. All employees shall become covered by the IMRF Pension Fund.


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ARTICLE XVII

GROUP INSURANCE PROGRAM

Unless otherwise stated herein, the City and the Union agree that this Article shall remain in effect until December 31, 2021.

SECTION 1 General

(a) All parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

(b) Should Employees complain that their work for the City requires an Employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager or his designated representative(s). If the matter is not adjusted satisfactorily, the complaint may be processed according to the grievance procedure of this Agreement.

(c) The parties in this Agreement shall establish a Joint Safety Committee, consisting of representatives of Local 399 and representatives of the City, for purposes of promulgating a written safety code. All parties agree to enforce such a code.

SECTION 2 Health Benefit Plan for Active Full-Time Employees

(a) **Group Health Insurance Benefits**

(1) **Benefits**

The City shall provide group health insurance benefits for each active, permanent, full-time Employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") Plan # P06574 on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein.

A summary of the key health insurance benefits to be provided by the City to eligible Employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)


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Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible	
Participating Provider	\$250 per benefit period (effective 1/1/2010)
Non-Participating	\$500 per benefit period (effective 1/1/2010)
Family Deductible	
Participating Provider	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010)
Non-Participating	\$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services– see Plan Document)	
Participating Provider	\$1,000 per benefit period
Non-Participating	\$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services– see Plan Document)	
Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period

<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge
<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services	
Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services	
Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<i>Home Delivery Prescription Drug Program (90 day supply)</i>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription
<u>Dental Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above

(2) Working Spouses and Dependents of Active Full-Time Employees

(a) Primary Coverage Limited

In the event the spouse or a dependent of an active Employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(b) Waiver/Premium Credit

In the event the employer of the Employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active Employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the Employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(c) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the Employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, Employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An Employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(d) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(e) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

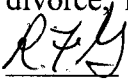
(3) Election to Opt Out of Plan

An active full-time Employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

A active full-time Employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active full-time employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for Employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for Employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, Holiday Pay, Sick Leave or Vacation Leave buyouts. The City may withhold income taxes from the Opt Out Incentive.

An Employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the Employee. In order to rescind an election to opt out, the Employee must file a written notice with the Department of Human Resources that the Employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or


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losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

Employees having spouses or dependents that are also employed by the City, or that are enrolled on the City's Plan in their own right as retirees or disabled persons, are not eligible for the Opt Out Incentive. Employees having spouses or dependents that are also employed by the City shall be required to pay the monthly premium on an individual or family basis as the Employee may designate.

(b) Group Term Life Insurance Benefits for Active Full Time Employees

Effective upon the execution of the Agreement, new bargaining unit employees shall be eligible for a \$50,000 life insurance death benefit instead of the current \$10,000 death benefit. However, the benefit shall only be available to active members of the bargaining unit and shall terminate in its entirety if the new employee thereafter retires, resigns, is terminated or no longer holds a position covered by this Agreement for any reason other than death. Current bargaining unit members shall be required to make a one-time permanent election of either the existing \$10,000 benefit or the replacement \$50,000 benefit as a part of open enrollment to be held in 2014 or as otherwise agreed. The one-time election shall take effect January 1, 2015.

(c) Group Long Term Disability Benefits for Active Full Time Employees

In addition, the City shall provide, at no charge to the active, full-time Employee, group long term disability insurance for each active full-time Employee.

SECTION 3 Health Benefit Plan for Separating Full-Time Employees (Retirees)

The City shall allow each separating full-time Employee who at the time of separation has a minimum of eight (8) years of service as a full time City of Joliet employee and is at least fifty-five (55) years of age to continue to receive the following group insurance benefits.

<u>SUMMARY OF HEALTH INSURANCE BENEFITS FOR SEPARATING FULL-TIME EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0-\$59.10 for the separating employee based on years of service, \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible	
Participating Provider	\$250 per benefit period (effective 1/1/2010)
Non-Participating	\$500 per benefit period (effective 1/1/2010)

Family Deductible Participating Provider	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010)
Non-Participating	\$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services– see Plan Document)	
Participating Provider	\$1,000 per benefit period
Non-Participating	\$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services– see Plan Document)	
Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period
<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services	
Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services	
Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance
<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<i>Home Delivery Prescription Drug Program (90 day supply)</i>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

The City shall bear the costs of the allowed benefits, i.e. pay the monthly premium charges, for the separating Employee based on the following table. The separating Employee shall bear the

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costs of these benefits, i.e. pay the monthly premium charges for eligible dependents.

<u>RETIREMENT TAKEN AFTER JUNE 29, 1990</u>	
Service Credits	City Pays
20 years or more	100%
15 years through 19 years	75%
12 years through 14 years	65%
8 years through 11 years	50%

The parties acknowledge that there currently is pending in the Illinois Appellate Court a case docketed as No. 3-11-0865. This case involves a claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution. The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in said case, or any other retiree, does not pay the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage. The City agrees to defend and indemnify the Union from any claim asserted against the Union by one or more of the Plaintiffs in the aforesaid Case No 3-11-0865 related to the statements and the agreements made by the Union in this sub-paragraph.

SECTION 4 Health Benefit Plan for Disabled Full-Time Employees

(a) Permanent Partial Disability

The City shall allow each former Employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former Employee held at the time of separation, to continue to receive the following group insurance benefits.

- (1) Hospital Benefits, Physician Benefits, and Prescription Drug Program Benefits, including eligible dependents. The City shall bear the cost of these benefits for the permanent partially disabled Employee. The permanent partially disabled Employee shall bear the cost of these benefits, i.e., pay the monthly premium charges, for eligible dependents.


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- (2) Group Term Life Insurance in the amount of \$50,000 at the City's expense. Coverage shall terminate upon the Employee's return to duty or until IMRF converts the Employee to a regular pension. Grandfathered Employees who previously (prior to January 1, 2015) selected a \$10,000 death benefit will continue to receive this benefit..

(b) Permanent Total Disability

The City shall allow each former Employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits terminate until the Employee's return to duty or until IMRF converts the Employee to a regular pension.

- (1) Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, including eligible dependents.
- (2) Dental Benefits including eligible dependents.
- (3) Group Term Life Insurance in the amount of \$50,000 at the City's expense. Coverage shall not terminate until IMRF converts the Employee to a regular pension. Grandfathered Employees who previously (prior to January 1, 2015) selected a \$10,000 death benefit will continue to receive this benefit..

The City shall bear the cost of these benefits for the permanent totally disabled Employee and the employee's eligible dependents.

SECTION 5 Health Benefit Plan for Surviving Spouse

The City shall allow a surviving spouse and eligible dependents of a deceased Employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the Employee's spouse.

SECTION 6 Health Benefit Plan for Employees on Layoff Status

The City shall allow each former Employee who is on lay off status and the Employee's eligible dependents to continue to receive group health insurance benefits for a period of time not to exceed eighteen (18) months after the commencement of the layoff provided that the Employee pays the monthly premium charges for these benefits.

SECTION 7 Plan Coverage

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provision of the Plan Documents (Employee Benefit


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Plan No. P06574) on file in the Office of the City Clerk. Each covered Employee shall receive a booklet describing the coverages provided under the plans.

SECTION 8 *Tetanus shots*

Tetanus shots shall be provided by the City to those Employees on a voluntary basis, to those who request them.

SECTION 9 *Health Care Committee*

The Union shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members from the City Administration. This Committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

SECTION 10 *Other Benefits*

(a) *Wellness Benefit*

Each full-time Employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the Employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the Employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) *Supplemental Vision Benefit*

In addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with an annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

ARTICLE XVIII

NO STRIKE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing. Refusal of an employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

ARTICLE XIX

UNIFORMS

The Employee shall purchase and wear a uniform approved by the City. The uniform shall be of uniform color and type. The uniform shall be a shirt and pants. Employees shall be responsible for supplying their own uniforms, boots, Carhardt and coveralls, safety shoes and other approved apparel. T-shirts, Shorts or cut-offs shall not be permitted. However, T-shirts approved by the City similar to those worn by employees in the Street Division of the Department of Public Works and Utilities may be purchased by employees from the City if the employees chooses to do so.

The City shall pay the employee the sum of \$800.00 as a uniform allowance. The allowance shall be paid to the employee in advance in January of each year. In the event an employee terminates his or her employment with the Department for any reason, he or she shall have deducted from his or her final paycheck, on a prorated basis, the unearned portion of the allowance.

In 2005 and 2006 the uniform allowance shall be \$800.00 per year. Effective 01-01-2007, the uniform allowance shall be \$1,015.00. Effective 01-01-2009, the uniform allowance shall be \$1,415.00 per year. Effective 01-01-2011, the uniform allowance shall be increased to \$1,615.00, and be incorporated into the base rate of pay for that year. Thereafter, there shall not be a separate uniform allowance since this benefit will be part of the employee's base rate of pay.

Name tags shall be furnished by the Employer.


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ARTICLE XX

SICK LEAVE

All full time employees shall receive ten (10) hours with pay per month of continuous service credited to their sick leave accumulation records. This benefit shall be effective January 1, 2006. There shall be no maximum on amount of sick time an employee may accumulate. The employee may be required to furnish the City of Joliet with a doctor's certificate in order to be compensated for sick leave.

- A. Employees shall receive forty percent (40%) of any accumulated but unused sick leave credit up to a maximum of 1012 hours when:
1. The employee has retired, with at least eight (8) years of service and is at least fifty-five (55) years of age.
 2. If the employee is terminated without cause (Article V, Section B); discharged for intoxication, insubordination, habitual absence or gross negligence is cause for termination.
 3. In the event of the employee's death, the payment is to be made to their heir or estate.
- B. The amount of payment for all unused Sick Leave is to be calculated at the employee's present rate of pay, established by this contract. An employee may choose to receive this compensation up to six (6) months prior to their retirement separation with the City. In order to receive payment of this benefit prior to separation, the employee must submit an irrevocable letter of resignation to the City. This benefit also applies to the payout of vacation and compensatory time subject to the same conditions as shown above. In the event an employee, who has chosen to retire and chooses to be compensated for the benefits as described above, has a hardship case and requests to rescind his/her retirement/resignation letter, the City of Joliet has the sole discretion as to whether or not to allow such employee to rescind their letter of retirement/resignation. In the case where the City of Joliet allows the employee not to retire, the employee will be required to re-pay the City of Joliet the entire amount of compensation that was advanced to them under this section, and repayment of such monies will be made by the employee in a manner to be determined by the City of Joliet. Repayment may be required in a like manner and time as the employee received the benefits.

ARTICLE XXI

GRIEVANCE AND ARBITRATION PROCEDURES

A. Definition: Any grievance or dispute which may arise between the parties, regarding the application, meaning,, or interpretation of the terms of this Agreement, shall be settled in the following manner:

B. Sequence:

Step 1. The Employee shall take up the grievance(s) or dispute(s) with the Chief Operating Engineer, within ten (10) days of the occurrence which gave rise to the grievance(s). The Chief Operating Engineer shall reply to the grievance(s) by the end of five (5) working days after the grievance(s) is (are) presented.

Step 2. If the grievance(s) is(are) not resolved in Step 1, or an answer is not given within the time specified, the grievance(s) shall be presented in writing by the employee to the Superintendent and/or Director of the Department within five (5) working days after the Chief Operating Engineer's Step 1 response, or the day such reply was due, whichever occurs first, excluding holidays and the Chief Engineer's and employee's days off. Within seven (7) days after having received the grievance(s), the Superintendent and/or the Director of the Department shall respond to the Employee in writing.

Step 3. If the grievance(s) remain(s) unadjusted, the Employee may, within five (5) working days following receipt of the written response from the Superintendent and/or the Director of the Department, file a written request to meet with the City Manager. The City Manager shall schedule a meeting within five (5) working days upon receipt of the Union's request to meet. At this meeting, the Union shall, if necessary, have legal counsel, State or International Representation, and the employee(s) filing the grievance(s). The City Manager shall, if he/she desires, have legal counsel and/or the supervisory personnel that are involved in the dispute(s), and all previous written grievances, documents, and dispositions of previous meetings. Within ten (10) working days after such meeting is held, the City Manager shall answer the grievance(s) in writing to the Union Steward or the Union Grievance Committee.

Step 4. If the grievance(s) remain(s) unadjusted, the Union may within thirty (30) business days from the receipt(s) or statement(s) of the city's position(s) following the Step 3 meeting, file a written notice requesting binding arbitration between the Union and the City of Joliet, Illinois. No arbitrator shall have authority to add to, subtract from, or change any of the terms of the Agreement. The decision of the arbitrator in all cases shall be final and binding on all parties.

The following persons listed in alphabetical order only and in no order of preference or priority, shall constitute the agreed permanent panel of discipline grievance arbitrators.

Ed Benn

Steven Briggs

Jerry Burnett

Harvey Nathan

Dan Nielson

Robert Perkovich

Byron Yaffe

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Either party may remove a name from the permanent panel by serving written notice thereof on the other party, provided the removal shall not apply to pending discipline cases in which the parties have already chosen an Arbitrator per the terms of this Article.

C. Expenses of Arbitration

1. Meetings involved in the grievance procedure shall be held on City premises during working hours and without loss of pay, providing it does not cause overtime to be paid or call back of personnel to be involved.
2. The fees and expenses of the arbitrator shall be shared equally by the City and the Union.
3. Each party shall be responsible for compensating its own representatives and witnesses, as well as the costs of transcripts and related expenses incurred as the result of its own request.

D. Time Limit for Filing

1. No grievance shall be entertained or processed unless it is submitted within the time frames outlines herein.
2. If a grievance is not processed by the Union, within the time limits, it shall be considered withdrawn without precedent or prejudice.
3. If the grievance is not answered by the Employer within the time limits, it shall be considered denied and will automatically go to the next step.
4. The Union may withdraw a grievance at any step without precedent or prejudice.
5. The time limits at each step may be extended by mutual agreement of the parties and shall be in writing.

E. Representatives at Grievance Meetings

The Union shall not be represented by any more than two (2) representatives, who are City employees, in meetings held in accordance with Step 1 through Step 2; and no more than three (3) representatives who are City employees, in meetings held in accordance with Steps 3 through 5. This will not limit the number of representatives the Union may have in attendance, who are not City employees. Necessary Union officials and employees directly involved in the grievance(s) being arbitrated shall be excused from duty.

F. Business Days Defined

For the purposes of this Article only, business days shall refer to weekdays (Monday through Friday) exclusive of any days for which participants to a particular Step of this procedure shall be on and excused absence, including holidays, scheduled days off, vacations, illness or incapacitation, or official business away from the City.

ARTICLE XXII
TERM AND EFFECT

SECTION 1: This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015. It shall take precedence in form and substance over any and all previous Agreements, either oral and/or written. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to December 31, 2015, that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin not later than thirty (30) days prior to December 31, 2015. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SECTION 2: Should any Article, Section or portion thereof of this Agreement be held unlawful or unenforceable by any last court of competent jurisdiction, such decision by the court shall apply only to the specified Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.


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ARTICLE XXIII

REOPENER

If any group of employees in calendar year 2015, receive a general increase of more than two percent (2%) in that year, and/or any additional paid time off is granted without an equivalent reduction in other benefits, the Union shall be entitled to reopen negotiations concerning the issue which triggered the reopener.

Any terms granted as a result of an interest arbitration award shall not trigger reopener negotiations under any circumstances.

SCHEDULE A
STATIONARY ENGINEERS CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating, or assisting in operating, all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, (including turntable, jackknife, and span-fit type), also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers, and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines; the supervision of all mechanical operation and any and all appurtenances connected with and used in power and plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal power plants, and any and all power driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, motels, apartment hotels, and apartment houses, hospitals, department stores, laundries, metal and other junk yards, and junk segregating plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise), and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillways; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institution.

The following counties are in the territorial jurisdiction of Local 399.

Cook	Winnebago	LaSalle
Du Page	Boone	Kendall
Kane	Carroll	Grundy
McHenry	Champaign	Putnam
Will	DeKalb	Livingston
Jo Davies	Whiteside	Kankakee
Stephenson	Lee	Iroquois
Lake	Ogle	Ford

RATIFICATION

Ratified this 22nd day of December, A.D. 2014


**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 339,
AFL-CIO**

**CITY OF JOLIET, A MUNICIPAL
CORPORATION**

Business Representative


JAMES D. HOCK
City Manager

Attest: 
RICHARD GARCIA
Operating Engineer

Attest: 
KENNETH R. MIHELICH
Director of Administrative Services

RATIFICATION

Ratified this 22nd day of December, A.D. 2014

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 339,
AFL-CIO**

Vincent J. Winters

Business Representative

**CITY OF JOLIET, A MUNICIPAL
CORPORATION**

James D. Hock
JAMES D. HOCK
City Manager

Attest: Richard F. Garcia
RICHARD GARCIA
Operating Engineer

Attest: Kenneth R. Mihelich
KENNETH R. MIHELICH
Director of Administrative Services

R.F.G.
UNION

James D. Hock
CITY

OFFICE OF THE CITY MANAGER
JAMES D. HOCK
CITY MANAGER
PHONE: 815/724-3720
FAX: 815/724-3737
jhock@jolietscity.org



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

December 10, 2014

TO: Mayor & City Council

FROM: James D. Hock, City Manager

SUBJECT: Ordinance Approving and Authorizing the Execution of a Collective Bargaining Agreement between the City of Joliet and the International Union of Operating Engineers (Local 399, AFL-CIO) for 2013-2015

BACKGROUND

The Building Engineers who are represented by IUOE Local 399 had their labor agreement expire December 31, 2012. The following adjustments to wage and benefits were negotiated: A three-year extension with a no wage increases for 2013 and 2014 and 2% for 2015. The City's Health Insurance plan was extended without adjustments until 2021, and an option to switch from a guaranteed death benefit to a term life insurance benefit was granted. The contract expires on December 31, 2015, and is consistent with the other agreed upon settlements.

RECOMMENDATION

It is recommended the Mayor and City Council adopt the attached Ordinance.

Respectfully submitted,


James D. Hock
City Manager

CONCURRENCES


Kenneth R. Mihelich
Director of Administrative Services

JH/KM